

April 14, 1955

AGREEMENT

between

THE GOVERNMENT OF VIETNAM

and

MICHIGAN STATE UNIVERSITY

AGREEMENT made this _____ date of _____ 1955, between the Government of Vietnam, having its capital at Saigon (hereinafter referred to as the Government), and Michigan State University, an educational institution chartered by the State of Michigan, with its principal office in the City of East Lansing, State of Michigan, U.S.A. (hereinafter referred to as the University).

It is agreed as follows:

Table I. Obligation of the University

Article I. Scope of Services to be Performed by University

The University agrees to carry out, during the term of this agreement, the activities as provided in Annex I, attached hereto and hereby made a part of this agreement. It is understood that Annex I may be modified or supplemented from time to time by agreement of the parties.

Article II. Personnel to be Furnished by the University

In carrying out this agreement, the University shall maintain in residence in Vietnam a professional, technical, and administrative staff, whose numbers, qualifications, and conditions of employment shall be those specified in Annex II, attached hereto and hereby made a part of this agreement. It shall also provide such personnel in the United States as may be necessary to discharge its responsibilities under this agreement.

The University agrees to observe and cause to be observed by its personnel while in Vietnam all applicable laws and regulations of Vietnam.

Article III. Conditions Governing Operations by University

A. The University assumes full responsibility for the efficient and diligent performance of all services to be rendered by it under this agreement.

B. The University agrees to furnish supervision and direction of its personnel and activities under this agreement and to supply services and materials necessary for operations hereunder as specified in Annex I.

C. The services specified in Annex I shall be performed under the general direction of the Government, pursuant to the work plans agreed to between the Government and the University, and in close coordination with the Director of the United States Operations Mission to Vietnam (hereinafter referred to as USOM).

D. Before commencing any project covered by this agreement or any supplement or amendment thereto, the Government and the University shall agree upon a general work plan and budget, proposed by the latter. Projects shall be carried out in accordance with the agreed work plans and budgets, but appropriate modifications of the budget estimates may be made by the University in carrying out the work within the total amount specified in the budget unless otherwise limited by the agreement. These documents shall be supplemented and revised as necessary whenever the Government provides additional funds to the University, and they may be supplemented and revised by mutual agreement at any other time.

E. The University shall prepare and submit to the Government every six months a progress report, the first to be submitted however by July 31, 1955. These reports shall cover progress made, plans for the following six-month period, and recommendations concerning current needs of the Government. It shall submit a final report upon completion of activities under this agreement. These reports will be submitted at the same time to USOM and the University in the United States.

F. In order to assure continuous and co-operative planning and operations hereunder, the University shall permit authorized representatives of the Government and Foreign Operations Administration, an agency of the United States Government (hereinafter referred to as "FOA"), at all reasonable times, to visit the University's facilities, and to inspect the facilities, activities, and work pertinent to this agreement, either in the United States or in Vietnam, and to interview personnel engaged in the performance of this contract to the extent deemed necessary by the Government or FOA.

G. The University agrees to use its best efforts to assure that its personnel, while in Vietnam, will abide by all applicable laws and regulations of Vietnam.

Title II. Responsibilities of the Government of Vietnam

Article IV. Facilities and Services to be Provided by the Government

A. The Government of Vietnam assumes the responsibilities specified in Annex III, attached hereto and hereby made a part of this agreement.

B. The Government agrees to make a clear assignment of responsibility to the ministries of other government establishments charged with the general direction of the projects and activities covered by this agreement.

C. The Government agrees to provide, without charge to the University, such facilities, services, and assistance in carrying out this work in Vietnam as are set forth in Annex III.

D. The Government agrees to develop, to the extent permitted by its available resources, its own personnel, facilities, programs, and activities to permit the early and effective accomplishment of the objectives of this agreement. These shall include, but not be limited to, the specific matters described in Annex III.

Title III. Budgets

Article V. Financial Provisions

A. In consideration of the services to be performed by the University, the Government will pay to University mission stationed in Vietnam such local expenses as are detailed in the budget contained in Annex IV in a total amount in local currency not to exceed the equivalent of \$_____.

B. It is understood that funds to be paid to the University mission by the Government are to be provided in accordance with relevant agreements between the Government of the United States and the Government of Vietnam.

C. Payments under this agreement are to be made not later than 15 days after submission of properly certified vouchers by the University mission to the Government under procedures to be established by the Government.

D. It is understood that other costs connected with this program are to be financed under separate agreement between the University and FOA.

Title IV. Provisions Relating to FOA

Article VI. Rights and Obligations of FOA

A. In consideration of the financial participation of FOA under the separate agreement referred to above, it is agreed that FOA shall participate in the disbursement and auditing of funds paid by the Government under Article V above under such procedures and regulations as are mutually agreeable to the Government and FOA.

B. It is understood that the University's staff will consult with the USOM Director and may disclose to him or his staff any information relating to the work performed under this agreement.

C. USOM shall be directly concerned in the periodic reviews of progress under this agreement as described in Paragraph 5 of Annex II.

Title V. General Provisions

Article VII. General Provisions

A. Use of Records. The recommendations furnished pursuant to Article I hereof, and all notes, memoranda, and other technical data, furnished by the University pursuant to or developed in connection with the provisions of this agreement, shall become and remain the property of the Government, and the Government shall have the right to request custody of them and to use them for any beneficial purpose without any additional compensation to the University. This provision shall not be interpreted in such a way as to jeopardize the right of members of the University's staff to make and keep their own personal and professional records and notes, such as lecture and research notes, within the limits prescribed by existing security regulations.

B. Title to Property. Title to all equipment, materials and supplies, the cost of which is reimbursable to the University by the Government, shall be in the name of the Government but shall be available for use through the period of the agreement by University personnel; and all such equipment, materials, and supplies remaining upon completion or termination of this agreement shall be turned over to the Government. The University shall assist the Government in preparing and keeping up to date an inventory and register of such property. The University shall not be responsible for the loss or destruction of such property except in case of culpable negligence of University personnel.

C. Taxes and Customs Duties. It is understood that all payments made to the University by the Government or by the University to its employees, other than Vietnamese nationals, shall be exempted, to the extent permitted by the laws of Vietnam or to the extent permitted by relevant agreements between the Government of the United States and the Government of Vietnam as may now or hereinafter be imposed by Vietnam or any political subdivision thereof. Members of the University's staff shall also be exempt from all other Vietnamese levies, including customs levies on goods imported by them or their dependents for their own use or consumption, to the same extent as FOA personnel of equivalent rank.

D. Privileges of University's Personnel. The Government shall accord to the members of the University's staff in Vietnam the same privileges as are accorded USOM personnel in Vietnam.

E. Transfer of Responsibilities. The University cannot transfer its responsibilities to another institution or person or change the provisions of this contract without the written consent of the Government.

Article VIII. Duration and Termination

A. Period of Agreement.

1. Effective Date. This agreement shall be effective as of date of execution by the parties hereto and upon the signing by the University and FOA of an agreement to finance part of the program.

2. Term and Termination. This agreement shall remain in force for a period of two years from the effective date hereof, unless previously terminated in accordance with the provisions set forth below.

a. In the event that FOA financing under agreement with the University shall expire or be terminated and the Government does not otherwise make available sufficient funds to continue operations under this agreement in a form acceptable to the University, the obligations of both parties hereunder shall terminate on the date of cessation of FOA financing.

b. The Government may terminate this agreement on ninety days' written notice to the College.

c. The University shall not be liable for any delay in performing its obligations hereunder, if any such delay arises from causes beyond the control of and without the fault or negligence of the University, provided that the University gives prompt notice thereof to the Government. If such causes shall prevent performance hereunder for a continuous three-month period after such notice, University may terminate this agreement on ninety days' notice to the Government.

d. If the Government is unable to fulfill its obligations as set forth in Articles IV and V above, the University may terminate this agreement upon ninety days' written notice to the Government.

3. Renewal. This agreement may be renewed, for an additional period of two years or less, by mutual agreement of the parties hereto; provided that such agreement be reached not later than thirty days before the expiration date; provided further that such a renewal shall in no way involve a financial commitment of the Government of the United States without the written concurrence of the Government of the United States in the renewal.

B. Obligations upon Termination. In the event of termination in less than two years, the University shall make every effort to maximize the usefulness to the Government of that portion of the work which has been accomplished and to minimize the Government's obligations hereunder; and the Government within the limitations of Article V:

1. Shall furnish for the University's personnel and their dependents cost-of-living allowances due them up to date of their departure.

2. Shall reimburse the University mission for all other expenditures and obligations properly incurred by the University hereunder and unpaid at the effective date of such termination.

Article IX.

The agreement is prepared and signed in English and French texts, both of which are duplicate originals and shall have equal validity. If a disagreement should arise in interpreting the texts, the correct interpretation shall be determined by a Committee, composed of the President of the Council of State of Vietnam, or his representative as chairman, a representative of the Government of Vietnam, and a representative of Michigan State University.

IN WITNESS WHEREOF, the representatives of the parties to this agreement have set their hands and seals the day and year first above written.

IN THE PRESENCE OF:

FOR THE GOVERNMENT OF VIETNAM

His Excellency, the Ambassador
of Vietnam to the United States
of America

IN THE PRESENCE OF:

FOR MICHIGAN STATE UNIVERSITY OF
AGRICULTURE AND APPLIED SCIENCE

Its President

ANNEX I

Activities to be Carried out by the University

In accordance with the provisions of this contract, the University will carry out projects and activities in the field of public administration as follows:

General Plans:

1. Beginning as soon as practicable after the execution of this agreement the University will send a staff of professional, technical and administrative personnel to Vietnam to assist the Government in establishing and operating a National Institute of Administration for the purposes of improving the training and competence of government officials and employees, offering instruction at the university level related to a degree or certificate program in public administration, developing a program of research in government, and improving the organization and technical functioning of the Presidency, the police, field administration and local units of the government. This consultative responsibility will not involve any advice to the Government with respect to policy.

2. All personnel sent to Vietnam by the University to perform duties under this agreement shall be named as members of the staff of the National Institute of Administration and shall be assigned as individuals to perform full-time or part-time services in connection with the projects enumerated in paragraph one above.

3. The University's staff shall work in close liaison with the Vietnamese personnel directly concerned with the projects covered by this agreement, imparting to the latter as much of their knowledge and experience as is practicable, to the end that the Vietnamese personnel shall be prepared to assume full charge of the institutions and projects dealt with in this agreement at the time of its termination.

4. Training of Officials - Where it seems necessary and desirable to the furtherance of the services being performed under this agreement, the University in consultation with and with the approval of the Government will select officials of the Government for training and observation in the United States or other countries. Persons so selected shall be subject to approval in advance by FOA prior to departure from Vietnam. Persons so selected may be trained at the University's institution in the United States or at other institutions selected by the University, in consultation with the Government and FOA. Unless otherwise stipulated, this training and observation shall be for a maximum of twelve months for each individual and the total obligation of the University shall not exceed 30 man years of training.

5. The University shall render advice to the Government upon the following matters in connection with the project in which the University's staff in Vietnam is participating:

a. The ordering of books, manuals, pamphlets, periodicals, instructional aids, and other publications for use in training projects or to become part of any collection of reference material.

b. The selection of books, manuals, pamphlets, or other publications for translation from one language to another and the translation and reproduction of such materials.

c. The ordering of equipment and supplies.

d. The plans for construction, repair, or improvement of premises.

e. Library management.

Teaching

6. The University's staff in Vietnam shall assist in the preparation and offering of suitable courses of study, training, and practice related to a degree or certificate program in public administration including suitable courses in public administration, political science, police administration, public relations, economics, finance and accounting, statistics, secretarial skills and courses in other social sciences in the National Institute of Administration, as may be consistent with the fields of specialization of the members of the University's staff in Vietnam.

7. The University's staff in Vietnam shall assist in providing in-service training as required in the subject areas listed in paragraph 6 of Annex I as may be consistent with the fields of specialization of the members of the University's staff in Vietnam.

8. In connection with its teaching duties and activities in Vietnam, the University shall assist in the development of plans, materials, aids, and devices for the constant improvement of the quality of instruction, including at least the following:

Audio-Visual aids in instruction

Exhibits and demonstrations

Materials for instruction in public administration by case method

Long-range plans for the development of university level instruction in political science and public administration

Assessment of educational needs in fields covered by this contract

Expansion of training facilities

Conferences

9. The University shall assist the Government in organizing and conducting frequent conferences and round tables to assemble government officials and employees for the discussion of problems of administration, management, organization, and methods of work in government offices and services.

Research

10. The University shall assist the Government in establishing and operating a comprehensive research and reference program in the problems of government in Vietnam, and in developing a reference library.

Police Administration and Training

11. The University shall assist the Government in developing sound organization and methods in the police services and in improving the training and equipment of the police. The University's staff in Vietnam shall render advice on police work to the branches of the police designated by the Government. The University shall offer courses of training in police organization and methods, and shall assist the Government in the creation and operation of a training center or school for this purpose, according to work plans prepared in advance by the University for approval by the Government.

Presidency of the Government

12. The University shall assist the Government in developing sound organization and methods in the Presidency of the Government, with a view to improving the planning, advisory, administrative, intelligence, public relations, and policy-formulating services designed to assist the President of the Council in discharging his responsibilities. Members of the University's staff assigned specifically to the project for the improvement of the Presidency shall advise the Government on those matters and also upon possible improvements in security practices, communications, record administration, and office equipment.

Regional Administration

13. The University shall assist the Government in developing sound organization and method in regional administration with a view to improving relations between regional and provincial administration. Members of the University's staff assigned to the project for the improvement of regional administration shall make a thorough survey of the regional and provincial administration and of their relations with the central government and report their findings to the Government.

Professional Associations and Publications

14. The University will provide assistance in the development of professional associations and technical publications as a means of furthering the exchange of ideas and experiences in specialized fields.

ANNEX II

Provisions Applicable to University's Personnel

Number and Qualifications of Personnel

1. The University shall furnish a regular professional, technical, and administrative staff to carry out the provisions of this agreement in Vietnam, including a Chief Advisor who shall be the representative of the University in Vietnam and the supervisor of the other members of the University's staff in Vietnam. Said regular field staff shall not exceed 30 American personnel except by prior written agreement of the parties hereto and FOA.

2. The regular, full-time members of the Contractor's professional and technical staff in Vietnam, including the Chief Adviser, shall be chosen so that the group contain representatives, capable of performing the activities specified in Annex I.

Home Staff

3. University shall maintain at Michigan State University in Michigan, a coordinator, specifically designated by the University's President, and such secretarial and other assistance as is necessary to effectively supervise, coordinate and execute the activities under this agreement.

Short-term Staff Members and Consultants

4. With the consent of the Government, University may send to Vietnam such short-term staff members and consultants as may be needed effectively to implement the fulfilling of the purpose of this agreement, provided that the total service in Vietnam of such short-term staff members and consultants shall not exceed twenty-four man months.

Inspecting Officers and Executives

5. Upon obtaining prior written approval of the Government, University may send such of its officers and executives to Vietnam as may be required to review the progress of the work under this agreement, but not to exceed two round trips. No direct salary charges will be paid hereunder in respect to any such officers or executives.

6. The University shall send the Chief Advisor and at least one other member of its staff to Vietnam in order that they may assume their duties not later than sixty days after the effective date of this agreement.

Conditions of Employment

7. Each staff member sent to Vietnam by the University shall serve for a period of not less than two years, including orientation time in East

Lansing, Michigan, and Washington, D. C., travel to and from Vietnam, and leave taken during this period, unless otherwise stipulated in writing by the parties hereto. This provision shall not apply to short-term staff members and consultants specifically employed for shorter terms.

8. University agrees to submit to the Government and to FOA on forms provided for this purpose biographical and earnings data on any of the individuals now or hereafter employed directly on the performance of the contract provided that in respect of personnel to be sent overseas University shall obtain prior approval of FOA and the Government. On the written request of FOA or of the Government transmitted to the University through diplomatic channels or through USOM, the University will terminate the employment under the contract of any individual overseas. However, the University shall be the sole judge of the professional qualifications of its staff.

9. a. It is understood and agreed that University may grant to personnel employed under this agreement:

- (1) Vacations not to exceed 30 days per year.
- (2) Reasonable sick leave.
- (3) Reasonable delays en route, while in travel status, caused by events beyond the control of the traveler or University (other than those caused by physical incapacitation; it is understood that for delays caused by physical incapacitation personnel shall be eligible for such sick leave as is provided under (2) next above).
- (4) Home leave - Provided, that personnel must have spent at least two years outside the United States under this agreement and have agreed to return to Vietnam for at least one additional year under this contract.
- (5) The term "reasonable sick leave" as used in this section shall mean leaves comparable to those granted University employees or in accordance with the established practice of the University.

b. Additional delays en route shall be granted by University to personnel if requested by the Government for the convenience of the Government.

c. Reasonable delays en route other than those authorized in paragraph 9 a. (3) of this Annex may be granted by the University to personnel traveling between Vietnam and the United States, provided that salary costs during such leaves are charged to and within the established limits of authorized vacation time, and provided further, that costs of such travel (including authorized transportation and authorized travel allowances) shall not be reimbursed beyond the amount that would have accrued had travel been direct and expeditious by scheduled commercial air carrier.

Mode of International Travel

d. International travel shall normally be by first class commercial scheduled air carrier. However, personnel may travel by other means so long as such personnel arrive at their posts of duty upon the dates agreed upon by the parties hereto, provided that travel costs (including authorized transportation and authorized travel allowances) shall not be reimbursed in amounts in excess of that which would have accrued had travel been by the most expeditious air route.

10. It is understood that members of the University's staff in Vietnam shall be accorded facilities and privileges similar to those given to FOA employees in Vietnam or equivalent grade.

ANNEX III

Responsibilities of the Government

General Provisions

1. It is understood that the responsibilities of the Government described in this annex and referred to in Article IV of this agreement depend upon the facilities and resources available to the Government, including financial and other assistance rendered through project agreements between the Government and FOA. It is further understood that project agreements between the Government and FOA will be prepared before the beginning of operations under this agreement, and continued during the life of this agreement, for the purpose of assisting the Government in meeting its obligations under this agreement.

2. In the work plans, tables of organization, budgets, and other operating agreements reached between the Government and the University, the responsibility of the Government shall be stated in a precise manner and shall not be in excess of the facilities and resources of the Government.

General Plans

3. The Government shall establish by appropriate law or decree, promulgated not later than thirty days after the effective date of this agreement, the National Institute of Administration, as a part of the Presidency of the Government. The Government shall also designate the permanent official of the Presidency who shall have staff responsibility for the Institute and shall give to him attributes and responsibilities consistent with this agreement and its annexes.

4. The Government will confirm the appointment of the members of the University's staff in Vietnam as members of the staff of the National Institute of Administration.

5. The Government shall provide, or continue to provide, an adequate staff for the National Institute of Administration including the degree or certificate program, the in-service training program, the research program, the police services program, or other office or service program of the Government directly concerned with the projects covered by this agreement. The staff to be provided by the Government shall include at least the following:

- Director of the National Institute of Administration
- Professors and instructors for teaching and training
- Research assistants
- Interpreters and translators
- Secretarial and clerical personnel
- Custodial personnel

The Government shall name at least one Vietnamese official of professional or technical qualifications to serve as the counterpart or counterparts of each member of the University's professional and technical staff in Vietnam. The provision by the Government of assistants, interpreters, and secretarial personnel shall not be construed as limiting the employment of similar personnel by the University.

6. The Government shall cooperate with the University and USOM in the choice of Vietnamese officials, and technicians to receive training in the United States or elsewhere under this agreement. It is understood that persons chosen for such training will be released from any government position which they hold for the period of training and will be re-employed in the same or a more responsible position upon the completion of training.

Teaching

7. The Government shall provide for the transfer of the National School of Administration from Dalat to Saigon and of its functions to the National Institute of Administration. The Government shall see that the curricula of the Institute shall include suitable courses of study, training, and practice in public administration and allied subjects as listed in paragraph 6 of Annex I.

Training of Officials and Employees

8. The Government shall establish a comprehensive program of training for public officials and employees already in office, providing as far as practicable for the release of officials and employees from their regularly assigned duties in order to participate in such training courses.

Conferences

9. The Government shall organize and conduct frequent conferences and round-tables to assemble government officials and employees for the discussion of problems of administration, management, organization and methods of work in government offices and services. The Government shall, insofar as it is practicable, release those chosen to participate in such conferences from their regular duties to make attendance possible.

Research

10. The Government shall make available, consistent with existing security regulations, all reports, statistics, and other information necessary for the efficient conduct of research by the staff of the National Institute of Administration in connection with projects covered by this agreement; and the Government shall instruct the heads of services to release such reports, statistics, and other information upon request.

Police Administration and Training

11. The Government shall institute a program for the improvement of organization and methods in the police services, and shall indicate to the

University the branches of the police services with respect to which advice is desired. To enable the University's staff in Vietnam to study the re-organization, equipment, materials and training of the police services, the Government shall extend the same facilities referred to in paragraph 10 (research) above.

Presidency of the Government

12. The Government shall institute a program for the improvement of organization and methods in the Presidency of the Government. The Government shall make available to the University under the conditions stated in paragraph 10 above all records, reports and other information necessary to enable the University's staff in Vietnam to discharge its obligations under paragraph 12 of Annex I of this agreement.

Facilities, Equipment, Materials, Supplies and Services

13. The Government shall provide, within the limits of its resources, the facilities, equipment, materials and supplies necessary to the accomplishment of the mission of the University's staff in Vietnam. Such assistance, to be furnished by the Government, shall include, but not be limited to: Land, buildings, housing, office and classroom furniture and equipment, books, instructional materials, motor transport, interpreting-translating services, stenographic and clerical services, mimeographing and printing services, and remodeling of premises.

In order to insure the efficient functioning of the National Institute of Administration, the Government shall assign, within thirty days after the effective date of this agreement, a suitable site or sites in or near Saigon for the location and establishment of the Institute, and the Government shall, as soon as practicable and within the limits of its resources, assign existing buildings, or proceed to construct temporary or permanent buildings, suitable for use as classrooms, reading rooms, assembly rooms, library, dispensary, or other facility designed to contribute to the purposes of the Institute; or as offices, reception rooms and living quarters for the members of the staff of the Institute, both American and Vietnamese, insofar as they are entitled under the conditions of their employment to occupy such premises.